

WITKOWSKI, WEINER, McCAFFREY AND BRODSKY, P. C. 12643

ATTORNEYS AT LAW

RECORDATION NO. FILED 1425

12643

SUITE 350

DEC 22 1980 -3 35 PM

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INTERSTATE COMMERCE COMMISSION

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*ADMITTED IN MN. ONLY

December 22, 1980

12643

No. A

DEC 22 1980

RECORDATION NO.

FILED 1425

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110.00

Washington, D. C.

Ms. Agatha L. Mergenovich
Secretary

DEC 22 1980 -3 35 PM

Interstate Commerce Commission

12th Street & Constitution Avenue, N.W.

Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

12643

RECORDATION NO.

FILED 1425

Re: Recordation of Documents:

Chattel Mortgage and Security

Agreement; Bill of Sale;

Assignment of Agreement and

Consent

DEC 22 1980 -3 35 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Please find enclosed for recordation pursuant to
49 U.S.C. 11303 two counterpart copies of:

(1) CHATTEL MORTGAGE AND SECURITY
AGREEMENT dated December 22, 1980, made
and given by Western Rail Leasing
Corporation ("Mortgagor") to Greycas,
Inc. ("Mortgagee");

(2) BILL OF SALE, dated December 10, 22
1980, from North American Car Corpora-
tion ("Vendor") to Western Rail Leasing
Corporation ("Vendee");

(3) ASSIGNMENT OF AGREEMENT, entered
into as of October 16, 1980, by Western
Rail Leasing Corporation ("Assignor")
to Greycas, Inc. ("Assignee") with
Exhibits A and B attached; and

(4) CONSENT, by Mo-Kan Grain, Inc.
("Lessee"), dated as of December 10,
1980.

COPIES
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PAG

Ms. Agatha L. Mergenovich

-2-

December 22, 1980

The names and addresses of the parties to this transaction are as follows:

Mortgagor, Assignor, Lessor and Vendee

Western Rail Leasing Corporation
P.O. Box 4534
Walnut Creek, California 94549

Mortgagee and Assignee

Greycas, Inc.
Greyhound Tower
Phoenix, Arizona 85077

Vendor

North American Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606

Lessee

Mo-Kan Grain, Inc.
P.O. Box 1388
Salina, Kansas 67401

The equipment that is the subject of this transaction is described as follows:

Fifty (50) used (built in December, 1972) 4750 cubic ft. covered hopper cars (AAR mech. desig. LO), and listed in the Official Railway Equipment Register as WRTX 3011 - WRTX 3060 inclusive.

This equipment was previously the subject of an Indenture of Mortgage and Deed of Trust between North American Car Corporation and American National Bank & Trust Co. dated April 16, 1973, and recorded on June 13, 1973 at 3:10 p.m. as document number 7068, and was listed in the Official Railway Equipment Register as NAHX 50715-50721, 50723, 50725-50730, 50732-50738, 50740-50741, 50743-50744, 50746-50754, 50756-50769, and 50771-50772.

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INTERSTATE COMMERCE COMMISSION

(EXHIBIT B)
CONSENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Mo-Kan Grain, Inc. hereby consents to the Assignment ("Assignment") dated as of October 16, 1980 by and between WESTERN RAIL LEASING CORPORATION ("Assignor") and GREYCAS, INC. ("Assignee") and agrees to:

1. Recognize that Western Rail Leasing and Assignee have entered into the Loan and Security Agreement dated October 16, 1980 ("Loan Agreement") and have or will enter into the Chattel Mortgage and Security Agreement ("Mortgage") on the Cars referred to in the Rail Car Lease ("Lease") between it and Assignor and that the Lease is subject and subordinate to the terms and conditions of the Loan Agreement and Mortgage;

2. Recognize that if Assignee unilaterally notifies Mo-Kan Grain, Inc. in writing that an Event of Default (as defined in the Loan and Security Agreement or the Mortgage) or a default under the Assignment has occurred, all rights of Assignor under the Lease including the right to receive payments thereunder shall be the rights of Assignee and Mo-Kan Grain, Inc. agrees to make all payments thereunder to Assignee upon receipt of such notice from Assignee; and

3. Recognize that all obligations of Assignor to Mo-Kan Grain, Inc. under the Agreement shall be Assignor's, and Mo-Kan Grain, Inc. agrees to look solely to Assignor, and not to Assignee, for the performance of such obligations.

4. During the term of the Agreement and any extensions thereof, ^{allow} ~~the~~ the Cars to be marked at no expense to ~~Assignor~~ with a legend as follows:

BM Mo-Kan Grain, Inc.
Greycas, Inc. of
Phoenix, Arizona, Mortgagee and
Secured Party"

or with a similar legend if Assignee shall hereafter assign its interest therein.

IN WITNESS WHEREOF, this Consent has been executed by Mo-Kan Grain, Inc. as of this 10th day of December 1980.

MO-KAN GRAIN, INC.

By Frank J. McBride
Its: V- Pres

By _____
Its: _____

Address: Box 1388
Salina, Kansas 67401

(EXHIBIT B)

STATE OF Kansas)
COUNTY OF Saline) ss:

On this 10th day of December, 1980, before me personally appeared Frank J. McBride to be known, who being by me duly sworn, did depose and say that he resides at Salina, Kansas and that he is the Vice-President of MO-KAN GRAIN, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

ROBERTA D. BRUNNER
NOTARY PUBLIC
SALINE COUNTY, KANSAS
My Appointment Expires

Roberta D. Brunner
Notary Public

My Commission Expires:

May 13, 1981